

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

INDEL FOOD PRODUCTS INC.

Plaintiff

V.

**DODSON INTERNATIONAL PARTS,
INC.**

Defendant/Third-Party Plaintiff,

V.

GUSTAVO DEANDAR,

Third-Party Defendant

[illegible]

**CIVIL ACTION NO.
3:20-CV-00098-KC**

FINAL JUDGMENT

This cause, having come on for trial on August 5, 2022, and concluding on August 11, 2022, and the jury being composed of eight lawful and qualified citizens within the Western District of the State of Texas, who were empaneled and sworn to well and truly try the issues joined and a true verdict give, according to the law and the evidence, and after having heard the evidence and arguments of counsel and after having received the instructions of the Court, retired to consider their verdict and afterwards returned into open Court the following verdicts (Doc. 97; Doc. 108). After reviewing the evidence presented, the pleadings at issue in this case and the briefing of counsel, this Court does hereby enter its Final Judgment, pursuant to FEDERAL RULE OF CIVIL PROCEDURE 50, 54, and 58, as follows:

Final declaratory judgment in favor of Indel Food Products, Inc. against Dodson International Parts, Inc. that the Aircraft Purchase Agreement filed by Dodson International Parts, Inc. with the FAA is null and void and is no longer a cloud on the title of N747DA.

Final judgment in favor of Indel Food Products, Inc. as against Dodson International Parts, Inc. for Breach of Contract in the amount of \$165,000.00

Final judgment in favor of Dodson International Parts, Inc. as against Indel Food Products,

Inc, for violation of the Texas Deceptive Trade Practices Act in the amount of \$125,240.00.

Final judgment in favor of Dodson International Parts, Inc. as against Indel Food Products, Inc, for Indel Food Products, Inc.'s knowing or intentional violation of the Texas Deceptive Trade Practices Act in the amount of \$0.00.

All judgments herein accrue interest at the legal rate prescribed by 28 U.S.C. § 1961. All court costs for Indel Food Products, Inc, as against Dodson International Parts, Inc. pursuant to 28 U.S.C. § 1920.

Final judgment in favor of Indel Food Products, Inc, as against Dodson International Parts, Inc for its costs and reasonable and necessary attorneys' fees as the prevailing party and under Texas Civil Practice & Remedies Code section 37.009.

A Bill of Costs is required to be filed by counsel for Indel Food Products, Inc. within twenty (20) days of the filing of this executed Final Judgment.

So ordered and adjudged on this the ____ day of August, 2022.

HON. CATHLEEN CARDONE
UNITED STATES DISTRICT JUDGE